

**BILL OF SALE**  
**(Macomb Interceptor Acquisition Agreement)**

THIS BILL OF SALE ("Bill of Sale") is dated as of September 2, 2010 by the City of Detroit, a Michigan municipal ("Detroit") to Macomb Interceptor Drain Drainage District, established pursuant to 1956 P.A. 40 (the "District"). Capitalized terms used in this Bill of Sale and not otherwise defined in this Bill of Sale will have the meaning given those terms in the Macomb Interceptor Acquisition Agreement between Detroit and the District dated September 2, 2010 (the "Acquisition Agreement").

Detroit and the District entered into the Acquisition Agreement whereby Detroit agreed to sell, convey, transfer, assign and deliver to the District, all of Detroit's right, title and interest in and to all of the assets owned by or leased or licensed to Detroit and that comprise the MID System or are otherwise used or held for use by Detroit in the operation of the MID System, whether real, personal or mixed, tangible or intangible, and wheresoever situated, whether or not reflected on Detroit's books and records or its financial statements (collectively, the "Transferred Assets"). Without limiting the generality of the foregoing, the Transferred Assets shall include all of Detroit's right, title and interest in, to and under:

- (a) the physical facilities including associated fixtures described in Schedule 1.20 to the Acquisition Agreement;
- (b) all of the MID System that is tangible personal property;
- (c) all of the MID System that is intangible personal property; and
- (d) all contracts, warranties and guarantees that apply to services or goods related to the facilities comprising the MID System, including without limitation, those contracts listed on Schedule 3.9 to the Acquisition Agreement; provided, however, that the NTH Contract #CS-1372, METCO Contract CS-1421, and the Martin Controls contract shall not be assigned or otherwise deemed to be a Transferred Asset.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by the Acquisition Agreement, Detroit hereby sells, transfers, assigns, conveys, grants and delivers to the District, effective as of 11:59 p.m. on September 2, 2010 (the "Effective Time"), all of Detroit's right, title and interest in and to all of the Transferred Assets.

Detroit agrees with the District that Detroit will take all such further actions, execute and deliver all such further documents and do all other acts and things as the District may reasonably request for the purpose of carrying out the intent of this Bill of Sale.

Without limiting the prior paragraph, Detroit hereby constitutes and appoints the District the true and lawful agent and attorney-in-fact of Detroit, with full power of substitution and

resubstitution, in whole or in part, in the name and stead of Detroit but on behalf and for the benefit of the District and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Transferred Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Detroit or otherwise, any and all proceedings at law, in equity or otherwise, that the District or its successors and assigns may deem proper in order to collect or reduce to possession any of the Transferred Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by the District to be required to recover and collect the Transferred Assets and to use Detroit's name in such manner as the District may reasonably deem necessary for the collection and recovery of same,

Detroit hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Detroit.

Notwithstanding any other provision of this Bill of Sale, nothing contained in this instrument shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including the representations, warranties, covenants and agreements of Detroit or the District, set forth in the Acquisition Agreement, this instrument being intended only to effect the transfer of the Transferred Assets sold or otherwise transferred by Detroit to the District pursuant to the Acquisition Agreement.

This Bill of Sale shall be binding upon, inure to the benefit of and be enforceable by Detroit and the District and their respective successors and assigns. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts-of-law principles that would require the application of any other law.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed as of the day and year first above written.

**CITY OF DETROIT**, a Michigan  
municipal corporation

**Macomb Interceptor Drain Drainage District**  
established pursuant to Chapter 20 of 1956 P.A.  
40, as amended.

By:

Name: Darryl Latimer

Title: Deputy Director of the Detroit  
Water and Sewerage  
Department, authorized  
representative of the City of  
Detroit and its Board of Water  
Commissioners

By:

Name: William Misterovich

Its: Acting Chairperson